

Summary of the Proposed Changes to the Minuteman Regional Agreement

Prepared by Jack Weis, Belmont Representative, Minuteman School Committee

Goals of Amending the Agreement

- Respond to concerns by some member towns regarding existing Agreement. Considered a key prerequisite by some towns for approving any new building project.
- Potentially make joining the District more appealing to non-member communities.

Overview of the Proposed Changes

Provision	Existing Agreement	New Agreement
Capital Cost Apportionment	Percentage of prior-year enrollment	Three-part formula: <ul style="list-style-type: none">• 1% assessment to all towns (16% total)• 50% based on average four-year enrollment• Remainder (34%) based on wealth-weighted enrollment. Wealth measured by “combined effort” (property value and household income). Enrollment based on percentage of town’s students enrolled at Minuteman.
Operating Cost Apportionment	Percentage of prior-year enrollment	Percentage of average four-year enrollment
School Committee Voting	One vote per town; all votes equal	Weighted voting with half the weight based on an equal vote for all towns and half based on average four-year enrollment
Debt Issuance	Not addressed, so subject to two options currently permitted by State law: <ul style="list-style-type: none">• Unanimous member town approval (Section 16 (d))• Majority vote of member-town citizens (Section 16 (n))	Same two options, with the following conditions: <ul style="list-style-type: none">• Minuteman will commit to use Section 16 (d) initially• If Minuteman opts to use Section 16 (n), communities who rejected debt under Section 16 (d) given option to withdraw from District• If withdrawal from District denied, community not obligated to pay for that approved debt
Withdrawal from the District	<ul style="list-style-type: none">• Withdrawing Town: Majority vote by Town Meeting• Other Member Towns: Approval by all towns (with deemed consent)	<ul style="list-style-type: none">• Withdrawing Town: Two-thirds vote by Town Meeting• Other Member Towns: Approval by a majority of towns (with deemed consent)
Capital Cost Obligations for New Members to the District	<ul style="list-style-type: none">• Immediately responsible for 100% of capital costs	<ul style="list-style-type: none">• Potential four-year phase-in of capital cost allocation, based on School Committee vote

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Assessment of the Proposed Changes

On balance, the proposed amended Regional Agreement is a net improvement over the current Agreement for the following reasons:

- Using four-year average enrollment for operating and capital cost allocations smoothes out the year-to-year fluctuations in assessments which result from small changes in the number of Belmont students enrolled in Minuteman.
- A capital allocation formula that is not driven purely by point-in-time enrollment is fairer, as are the new flat-fee “cost of membership” and “ability-to-pay” enrollment components. Moreover, a revision to the existing enrollment-only formula is a critical prerequisite for some member towns to secure their support for a new building project. The new formula results in a slight increase in Belmont’s assessment versus the current methodology. However, revising the capital cost allocation formula is a zero-sum exercise, making it is mathematically impossible to revise the existing formula in a way that makes all communities economically better off.
- Weighted voting for the School Committee is a critical component for Arlington, which represents about one-third of the member-town enrollment. However, having enrollment represent only half of the weighting (with the other half of the vote weighted equally among all towns) is an important component for the smaller-sending communities who are concerned that a system with the vote fully weighted by enrollment would eviscerate their voice in School Committee matters. As the third-largest existing member community, the new weighted School Committee voting formula currently benefits Belmont, although inconsequentially.
- The new debt issuance provisions are essentially no different than what is already permitted under the Regional Agreement and State law. The potential ability not to have to pay debt service if a town’s residents reject a debt-issuance vote is theoretically an improvement over the current Agreement. However, this provision is probably not likely to be invoked in practice because it can only be triggered by having a town first vote to withdraw from the Minuteman District and then having that requested withdrawal be rejected by the other member towns or the DESE Commissioner.
- Lowering the threshold for member towns to withdraw from the District is beneficial. That may make it advantageous for some frustrated smaller-sending communities to exit. It also may make joining the District slightly more appealing to non-member communities. A threshold of less than 100% approval by the existing member towns improves the chances that logic, common sense, and common good will prevail.
- The ability to phase-in the obligation for new member towns to pay capital costs may be a helpful tool to attract new members. However, that tool could be less valuable if, in the future, Minuteman adopts and rigorously enforces a requirement that non-member towns execute Intergovernmental Cooperation Agreements to cover their share of the capital costs associated with any school building project.

Note: Some earlier draft versions of the amended Agreement contemplated allowing amendments to certain sections of the Agreement upon approval by two-thirds of the member towns. However, the final version of the amended Agreement requires all amendments to the Regional Agreement to be approved by all member towns.

Next Steps

- The revised Agreement has been placed on the Town Meeting warrant in all sixteen existing member towns.